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200510070169
Skagit County Auditor

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Document Title(s): Statutory Warranty Deed

Grantor(s): Kristine Howard, Carol Shapira, and Elizabeth Andersen, as Personal Representatives of the Estate of Robert Allen Andersen

Grantee(s): Kristine Howard, Carol Shapira, and Elizabeth Andersen, as tenants in common

Abbreviated Legal: Lot 23, Cedargrove on the Skagit

Assessor's Tax Parcel Number(s): P64084/3877-000-023-0007

117882-SE

LAND TITLE OF SKAGIT COUNTY

STATUTORY WARRANTY DEED

THE GRANTORS, KRISTINE HOWARD, CAROL SHAPIRA, and ELIZABETH ANDERSEN, as Personal Representatives of the Estate of Robert Allen Andersen, King County Probate No. 05-4-03357-3, for and in consideration of the distribution of the Estate of Robert Allen Andersen, hereby grant, bargain, convey and confirm all of the grantors' respective interests in the following described real estate in equal one third shares to KRISTINE HOWARD, a married woman in her sole and separate right, CAROL SHAPIRA, a married woman in her sole and separate right, and ELIZABETH ANDERSEN, in her sole and separate right, said real property, located at 46737 Baker Loop Road, Concrete, WA 98237, situate in the County of Skagit, State of Washington and legally described as follows:

Lot 23, "CEDARGROVE ON THE SKAGIT," as per plat recorded in Volume 9 of Plats, pages 48 through 51, inclusive, records of Skagit County, Washington.

SUBJECT TO: SEE ATTACHED EXHIBIT "A."

Dated: 8/23/05, 2005.

Kristine G. Howard
KRISTINE HOWARD

#5647
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 07 2005

Amount Paid
By Skagit Co. Treasurer
By [Signature]

Exhibit "A"

EXCEPTIONS:

- A. Right granted to the public in the dedication of the plat to make all necessary slopes for cuts and fills and the right to continue to drain said roads and ways over and across any lot or lots where water might take a natural course in the original reasonable grading of roads and ways hereon no drainage waters on any lot or lots shall be diverted or blocked from the natural course so as to discharge upon any public road right of way to hamper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.
- B. Restrictions as contained on the face of the Plat, as follows:
1. "All lots shall be subject to an easement 5 feet in width parallel with and adjacent to all lot lines for purposes of utilities and drainage.
 2. Septic tanks and drain fields shall not be constructed Northerly of a line 75 feet Southerly of the 185 foot contour (U.S.G.S. U.S.I.) on Lots 18 through 50 as shown on the face of this plat.
 3. No building structure or fill shall be constructed below the 185 foot contour (U.S.G. U.S.I.) on Lots 18 through 50.
 4. An easement 40 feet in width parallel with, adjacent to and above the mean high water line is reserved for flood protection purposes on Lots 18 through 50.
 5. Minimum building and accessory structure setback lines as specified by Skagit County shall be adhered to on all lots in this plat."
- C. Easement provision on the face of the Plat, as follows:

"An easement is hereby reserved under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 5 feet of side boundary lines of all lots for utility and drainage purposes."

- D. Conditions and restrictions contained in various contracts and deeds of record, as follows:

"Grantees covenant and agree that the above described real estate shall be subject to the charges and assessments as provided for in, and for the purposes set forth in the Articles of Incorporation and By-Laws of the Cedargrove Maintenance Co., a non-profit, non-stock Washington corporation and that said



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corporation shall have a valid first lien against the above described real estate for said charges and assessments; and, in addition to the remedies set forth in said Articles of Incorporation and By-Laws, that if said charges and assessments levied by said corporation shall not be paid within four (4) months after they shall become due and payable, then said corporation may proceed by appropriate action to foreclose its lien together with such sum as the court may adjudge reasonable attorney's fees in such action. The grantee hereby acknowledges receipt of copies of said Articles of Incorporation and By-Laws of the Cedargrove Maintenance Co. This provision is a covenant running with the land and is binding on the grantee, their heirs, successors and assigns.

SUBJECT TO:

- a) Restrictions, reservations, agreements and easements of record and as shown on the face of said recorded plat.
- b) Use of said property for residential purposes only.
- c) Questions that may arise due to shifting of the Skagit River."

NOTE:

Skagit County shall not be responsible for flood control improvements. A 40 foot flood control easement shall be established and maintained on all waterfront lots, with ingress and egress rights for flood control purposes. The 40 foot easement is as measured from the mean high water line.

- E. Prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been, covered by water.
- F. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Skagit River.
- G. Right of the State of Washington to that portion of the subject property, if any, lying in the bed of or the former bed of the Skagit River.
- H. **CONDITIONAL USE PERMIT AND THE TERMS AND CONDITIONS THEROF:**

Permit No.: CU-83-014
Recorded: July 26, 1984
Auditor's No.: 8407260002
Regarding: Reference is hereby made to the record for full particulars.



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